

# **Exhibit B**



Austin Division (referenced herein together as "Austin"), where this action is pending. I am familiar with prosecuting complex commercial litigation lawsuits asserting breach of contract claims like those Plaintiff has brought in this case. I am also familiar with the character and the amount of legal work traditionally expended in prosecuting such an action, as well as the fees normally charged. I am further aware of the fees commonly and customarily charged in Austin, for high quality legal services rendered in connection with such litigation.

4. Ben Gates and Poncho Nevarez are the attorneys representing El Campo Ventures, LLC ("El Campo"), the plaintiff in the above-styled-and-numbered lawsuit.

5. El Campo hired Mr. Gates and Mr. Nevarez pursuant to a contingent fee agreement. The contingent fee percentage in this case is 30% of the gross sum recovered.

6. In addition, the contingent fee agreement required El Campo's attorneys to advance all costs and expenses in this matter. To date, Mr. Gates and Mr. Nevarez have advanced approximately \$60,000.00 of costs and expenses on behalf of El Campo.

7. I am familiar with the average, customary and reasonable contingent fee percentages charged by attorneys with similar experience and expertise in Austin. It is my opinion that El Campo's 30% contingent fee is at the bottom

end of the range of usual and customary contingent fees charged for similar work in Austin. Contingent fee percentages in Austin (and throughout Texas) for business cases range from 30% to 40% depending on which party pays the expenses when the case is resolved and the dollar value of the case. It is my opinion that El Campo's 30% contingent fee agreement with Mr. Gates and Mr. Nevarez is very reasonable considering the approximately \$60,000.00 of costs and expenses that have been advanced by Mr. Gates and Mr. Nevarez on El Campo's behalf.

8. The quality of the legal representation provided on El Campo's behalf by Mr. Gates and Mr. Nevarez has been excellent. They tried this case to a jury and obtained a \$4,095,300.00 verdict in favor of El Campo.

9. I am also familiar with the average, customary and reasonable hourly rates charged by attorneys in complex commercial litigation matters in Austin. Based on my personal knowledge and experience, \$750-\$790 seems to be the range of hourly rates charged by partners at reputable Austin law firms for this type of representation.

10. Rae Powell and I formed El Campo Ventures, LLC on May 1, 2019 for the purpose of entering into the May 2, 2019 agreement with Stratton Securities, Inc.

11. I state unequivocally that without a contingency fee agreement, El

Campo would not have been able to secure representation in this matter as El Campo simply would not have been able to afford the quality legal representation needed in a matter such as this on an hourly basis.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on January 5, 2022.

A handwritten signature in blue ink, appearing to read 'Dan Gattis', is written over a horizontal line.

Dan Gattis